4410

BILL NO. S-79-03-06

SPECIAL ORDINANCE NO. S-51-79

AN ORDINANCE approving a contract between Community Development and Planning and Fort Wayne Metropolitan Human Relations Commission.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated January 1, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and Community Development and Planning and the Fort Wayne Metropolitan Human Relations Commission, for:

development and implementation of a Fair Housing Program in compliance with the Community Development Block Grant regulations,

all as more particularly set forth in said contract which is on file in the office of Community Development and Planning and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Vivian G. Schmidt

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by V. Schmidt

Hunter, and duly adopted, read the second time by title and referred to the

Committee on Finance (and the ~~City Plan Commission~~ for

recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers,

City-County ~~Building~~, Fort Wayne, Indiana, on _____, the _____ day

of _____, 19__, at _____ o'clock _____ M., E.S.T.

DATE: 3-13-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by D. Schmidt,

seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6	1	1	1	
BURNS			✓		
HINGA	X				
HUNTER	X				
MOSES				X	
NUCKOLS	X				
SCHMIDT, D.		X			
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 3-27-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE

(~~RESOLUTION~~) No. S-51-79 on the 27th day of March, 19 79.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th

day of March, 19 79 at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of March, 19 79

at the hour of 3 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-03-06

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a contract between Community Development and Planning and Fort Wayne Metropolitan Human Relations Commission

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

3-27-79
DATE

CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE
COMMUNITY DEVELOPMENT & PLANNING
CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

January 23, 1979

The Common Council
Fort Wayne, IN 46802

Council Members:

The Department of Community Development and Planning, in compliance with the Community Development Block Grant regulations, is required to develop and implement a Fair Housing Program.

Because many of the procedures required to fulfill this portion of the Community Development Block Grant Program are presently empowered to the Fort Wayne Metropolitan Human Relations Commission by local ordinance, the Department of Community Development and Planning has chosen to contract with Metro Human Relations to fulfill the City of Fort Wayne's Fair Housing requirement.

Being that the City of Fort Wayne must execute this activity in a timely manner, we respectfully request a "prior approval" for the contract between the Department of Community Development and Planning and Metropolitan Human Relations.

Sincerely,

CITY OF FORT WAYNE

ROBERT E. ARMSTRONG, MAYOR

COMMUNITY DEVELOPMENT & PLANNING

R. STEVEN HILL, DIRECTOR

js
APPROVED:

ATTEST: CHARLES W. WESTERMAN, CLERK

AN EQUAL OPPORTUNITY EMPLOYER

City of Fort Wayne

Contract for Professional or Technical Service

This agreement, entered into this first day of January, 1979, between the City of Fort Wayne, Indiana by and through its Department of Community Development and Planning (hereinafter referred to as the "Contracting Agency") and Metro-Human Relations Commission, a City of Fort Wayne Department created to protect the constitutional rights of all persons within the City of Fort Wayne, Indiana. (hereinafter referred to as "Subcontractor")

WITNESSETH:

WHEREAS, the City of Fort Wayne has, under date of July 10, 1978 entered into an agreement with the United States Department of Housing and Urban Development for providing financial aid to the City of Fort Wayne, to be administered by the Contracting Agency under the 1974 Housing and Community Development Act and 1977 Housing and Community Development Act.

WHEREAS, pursuant to such agreement, the Contracting Agency desires to engage the Subcontractor to render certain technical services in connection with such undertakings of the Contracting Agency, NOW THEREFORE THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Scope of Services. The Subcontractor shall perform all the necessary services provided under this contract in connection with and with respect to the aforementioned agreement between the City of Fort Wayne and the United States Department of Housing and Urban Development; and shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the Contracting Agency, the following:

A. Assess the problems of housing discrimination within the City of Fort Wayne.

B. Inform all individuals of their local, state and federal rights and responsibilities concerning fair housing.

C. Counsel individuals who feel they have been discriminated against in regards to housing.

D. Work with the Fort Wayne Board of Realtor's Human Rights Committee on complaints involving active members of the Board of Realtors Association.

E. Provide technical assistance to the Fort Wayne Building Association and other housing providers.

F. Refer all complaints that require mediation to the appropriate State and/or Federal agency for final disposition.

G. Provide the Contracting Agency with a monthly activity report tailored to meet the U.S. Department of Housing and Urban Development and Local reporting requirements.

H. Maintain all reports, records, and statements for a period not less than three years.

I. Protect the confidentiality of all complaints as prescribed by the federal Freedom of Information Act.

2. Time of Performance. The services of the Subcontractor are to commence on January 1, 1979 and shall be undertaken and completed in such sequence as to assure their expeditious completion of initial programming of accounts in the light of the purposes of this contract as stated above, and in the ongoing accurate maintenance and reporting thereof.

PART II

1. Termination of Contract for Cause: If, through any cause, the Subcontractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Subcontractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Contracting Agency shall thereupon have the right to terminate this Contract by giving written notice to the Subcontractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such even, all finished or unfinished documents, computer programs, data, studies, and reports, prepared by the Subcontractor under this Contract shall, at the option of the Contracting Agency, become its property and the Subcontractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subcontractor shall not be relieved of liability to the Contracting Agency for damages sustained by the Contracting Agency for damages sustained by the Contracting Agency by virtue of any breach of the Contract by the Subcontractor, and the Contracting Agency may withhold any payments to the Subcontractor for the purpose of setoff until such time as the exact amount of damages due the Contracting Agency from the Subcontractor is determined.

2. Termination of Convenience of Contracting Agency: The Contracting Agency may terminate this Contract any time by a notice in writing from the Contracting Agency to the Subcontractor, thirty (30) days in advance of said termination. If the Contract is terminated by the Contracting Agency as provided herein, the Subcontractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reumbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Subcontractor, Section I hereof relative to termination shall apply.

3. Changes: The Contracting Agency may, from time to time, request changes in the scope of the services of the Subcontractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Subcontractor's compensation, which are mutually agreed upon by and between the Contracting Agency and the Subcontractor, shall be incorporated in written amendments to this Contract.

4. Personnel:

a. The Subcontractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Contracting Agency.

b. All the services required hereunder will be performed by the Subcontractor or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under applicable federal, State, and local law to perform such services.

5. Equal Employment Opportunity: During the performance of this Contract, the Subcontractor agrees as follows:

a. The Subcontractor will not discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, age, or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their religion, race, creed, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

b. The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants shall receive consideration for employment without regard to religion, race, creed, color, sex, age, or national origin.

6. Compliance with Local Laws: The Subcontractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

7. Subcontracting: None of the services covered by this Contract shall be further subcontracted without the prior written consent of the Contracting Agency.

8. Assignability: The Subcontractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior approval of the Contracting Agency: Provided, however, that claims for money due or to become due the Subcontractor from the Contracting Agency under this contract may be assigned to a bank trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Contracting Agency.

9. Interest of Subcontractor: The Subcontractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Community Development Program Area or any parcels therein or any other interest which could conflict in any manner or degree with the performance of his services hereunder. The Subcontractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

10. Conflict of Interest: The Subcontractor shall not hire or go into partnership with any elected official or appointed official of any federal, state, or local branch of government. Such action shall constitute conflict of interest and be cause of termination of this contract.

11. Findings Confidential: All of the reports, information, data, etc., prepared or assembled by the Subcontractor under this Contract are confidential and the Subcontractor agrees that they shall not be made available to any individual or organization without the prior approval of the Contracting Agency.

3. Compensation. The compensation to be paid to the subcontractor by the Contractor shall not exceed eighteen thousand two hundred dollars ($18,200) per program year.

4. Method of Payment. The subcontractor shall submit receipts of proper invoices to the Contracting Agency and upon approval of the City Controller for payment for which the services were performed.

5. Terms and Conditions. This agreement is subject to, and incorporates the provisions attached hereto as Part II, Terms and Conditions.

By _____
Contracting Agency

Director
Community Development & Planning

_____
City Attorney

_____
City Controller

_____
Mayor

_____
Subcontractor

METROPOLITAN HUMAN
RELATIONS COMMISSION